AGREEMENT

Between

SOMERSET COUNTY BOARD OF SOCIAL SERVICES

and

LOCAL 2513, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

JANUARY 1, 2018 - DECEMBER 31, 2021

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PREAMBLE

This Agreement, dated as of the 1st day of January, 2018, and effective the 1st day of January, 2018, is entered into by and between the Somerset County Board of Social Services (hereinafter referred to as the "Board" and Local 2513, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

SECTION I

ARTICLE 1

RECOGNITION

In accordance with existing certification, the Board recognizes the Union as the exclusive collective negotiations agent for non-supervisory professional and non-professional employees as set forth below:

Senior Account Clerk Principal Account Clerk Clerk Typist Clerk Typist Bilingual/Spanish and English Senior Clerk Typist Senior Clerk Typist Bilingual/Spanish and English Principal Clerk Typist Human Services Specialist 1 Human Services Specialist 1 Bilingual/Spanish and English Human Services Specialist 2 Human Services Specialist 2 Bilingual/Spanish and English Human Services Specialist 3 Human Services Specialist 3 Bilingual/Spanish and English Income Maintenance Aide Income Maintenance Aide Bilingual/Spanish and English Building Maintenance Worker Senior Building Maintenance Worker Motor Vehicle Operator/Elderly and Handicapped Investigator Investigator/Bilingual Senior Investigator Senior Investigator/Bilingual Social Service Aide Social Service Technician Social Worker Social Worker Bilingual/Spanish and English Social Work Specialist Alcoholism Counselor/Drug Abuse Counselor Clinical Psychologist Graduate Nurse Principal Purchasing Assistant Technical Assistant/MIS Technical Technician/MIS Clerk

MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities and authority that the Board had prior to the signing of this Agreement are retained by the Board, except those and only to the extent that they are specifically modified by this Agreement and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives promulgated by the State Division of Family Development.

Section 1. Dues Check Off/Representation Fee in Lieu of Dues

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Board agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after deductions are made. The revocation of this authorization shall be in accordance with the application statutes as presently existing or as may be amended.

Section 2. Representation Fee in Lieu of Dues

In accordance with N.J.S.A. 34:13A-5.5, the parties agree that the Board will deduct a representation fee from all nonmember employees under the following conditions:

- (1) The majority of the employees in the Bargaining Unit are voluntary dues paying members; and
- (2) The Union maintains a demand and return system as described in N.J.S.A. 34:13A-5.5(c); and
- amount equivalent to the regular membership dues, less the cost of benefits financed through the dues which are available and benefit only its members, but in no event shall such fee in lieu of dues exceed 85% of the regular membership dues.

TRANSFER OF WELFARE PROGRAM

Should the Federal, State or County Government enact legislation to assume the supervision and administration of the Welfare Program, specific provision should be made by the State to protect and guarantee that the Civil Service and Retirement Rights of Board personnel transferred to employment under the Federal or State Government Welfare Program be continued.

SECTION II

ARTICLE 5

HOURS OF WORK

Normal working hours shall be from 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m., Monday through Friday, or at such other times or on such other days as may be established by the Board after consultations with the Union. A normal work week shall consist of thirty-five (35) hours. A normal work day as used in the Agreement shall mean seven (7) hours work for full-time employees.

On a work day when the Agency is considered to be closed for the entire normal work day, employees who have been approved for vacation, sick, personal or bereavement days with pay shall not be charged with the time specified in their request.

Hours of work other than as set forth above including four (4) day work weeks are covered by Board policy.

SALARIES

Section 1. Salaries

- (a) Effective January 1, 2018:
- 1. All employees in the bargaining unit will receive a one step advancement in salary based upon the salary step and range in place on January 1, 2018.
- (b) Effective July 1, 2018
- 1. All employees in the bargaining unit will receive a 1.0% of base increase in salary based upon the salary step and range in place on July 1, 2018.
- (c) Effective January 1, 2019
- All employees in the bargaining unit will receive a one step advancement in salary based upon the salary step and range in place on January 1, 2019.
- (d) Effective January 1, 2020
- All employees in the bargaining unit will receive a one step advancement in salary based upon the salary step and range in place on January 1, 2020.
- (e) Effective July 1, 2020
- 1. All employees in the bargaining unit will receive a 1.0% of base increase in salary based on the salary step and range in place on January 1, 2020.
- (f) Effective January 1, 2021
- All employees in the bargaining unit will receive a one step advancement in salary based upon the salary step and range in place on January 1, 2021.

- (g) Any employee who is located on Step 22 on January 1, 2018, January 1, 2019, January 1, 2020, or January 1, 2021 shall receive a salary increase equal to the percentage difference between that individual's income at Step 21 and Step 22.
- (h) Retroactive pay (for 2018 only) shall be delivered in a separate check from the employee's regular paycheck.

A copy of the Salary Guide for 2018, 2019, 2020 and 2021 is attached hereto as Exhibit A

Section 2. Bilingual Payments

Any Employee covered by this Agreement who is classified with a bilingual Spanish/English variant and is assigned by Administration to provide translation services shall receive a \$500.00 annual salary differential which will be paid in one annual payment in addition to their base salary.

Section 3. Pay Days

Employees will be paid every two (2) weeks, with twenty-six (26) pay periods in a calendar year. If pay day occurs during the time an employee is scheduled to be on vacation, the employee may request and receive his/her paycheck before leaving on vacation in accordance with County policy.

OVERTIME

Employees covered by this Agreement will be compensated at the rate of time and one-half (1-1/2) in cash compensation for hours in excess of forty (40) in any calendar week. Hours worked on a holiday shall be compensated at time and one-half (1-1/2) in addition to the holiday credit. No overtime shall be incurred without prior written authorization of the supervisor.

Hours worked in excess of thirty-five (35), up to forty (40), will be compensated for by compensatory time off at straight time. All compensatory time off credit must be approved by the employee's supervisor/unit administrator in writing.

The Board may, based upon demand for services, authorize a "special work project". Said project will involve staff from designated units of the agency to volunteer to work up to an additional 5 hours in a given week. Staff who are eligible to and volunteer for a work project and work over a total of 35 but less than 40 hours in a given week maybe compensated for those hours worked in excess of 35 in compensatory time off credit or cash at their regular straight time rate. The option for compensatory time off or cash payment will be at the discretion of the Board, but in all cases the Board's option will be clearly stated in advance of the scheduled work project.

SECTION III

ARTICLE 8

HOLIDAYS

The following shall be paid holidays:

New Year's Day

Labor Day

Martin Luther King's Birthday Columbus Day

General Election Day

President's Day

Veterans' Day

Good Friday

Thanksgiving Day

Memorial Day

Day After Thanksgiving

Independence Day

Christmas Eve

Christmas Day

In addition to the aforementioned holidays, the Board will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation, or when the Board of Chosen Freeholders of Somerset County declares a holiday for all County employees. Should any of the above paid holidays fall on a weekend, it shall be celebrated on such day as designated by the county or state.

VACATION DAYS

Full-time employees shall be granted vacation benefits as follows:

One (1) seven (7) hour working day for each full month of service or major fraction thereof during the remainder of the calendar year following date of appointment;

After one (1) year of service through five (5) years of service, twelve (12) seven (7) hour working days per year;

After five (5) years of service through twelve (12) years of service, fifteen (15) seven (7) hour working days per year;

After twelve (12) years of service through twenty (20) years of service, twenty (20) seven (7) hour working days per year;

With the twenty-first (21) year of service and beyond, twenty-five (25) seven (7) hour working days per year.

Part-time employees, eligible for benefits, shall be granted vacation benefits on a prorated basis as above.

Vacation requests should be made to the employees' supervisor whenever possible at least one (1) month in advance. The one (1) month in advance request may be waived at the discretion of the employees' supervisor should sudden and unanticipated vacation needs of the employee arise.

ACCUMULATION OF VACATION DAYS

When, in any calendar year, vacation leave or any part thereof is not granted by reason of pressure of work such leaves or parts thereof not granted shall accumulate and may be carried over to the next succeeding calendar year only.

Termination

When an employee terminates service with the agency they will receive payment for any accumulated vacation time that was not used from the prior year.

The employee shall also receive payment for 1/12th of the vacation leave granted at the beginning of the terminating year for each full month worked said year provided the employee had not already used vacation time. For the purposes of this policy, if an employee's last day worked is on or after the 15th of a given month, he/she shall receive credit for said month.

SICK LEAVE

Sick leave policies shall be in accordance with the following Board policy.

Section 2. Sick Leave During Remainder of First Calendar Year

A. Full-time employees shall earn one seven (7) hour sick leave day for each full month of service during the remainder of the calendar year in which employed. Part-time employees shall earn sick leave time during the remainder of the calendar year in which employed in accordance with the following chart:

Employees who work five, 4-hour days per week shall earn one, 4-hour sick leave day for each full month of service.

Employees who work three, 7-hour days per week shall earn one, 7-hour sick leave day for each full month of service, up to seven days.

Employees who work five, 5-hour days per week shall earn one, 5-hour sick leave day for each full month of service.

Employees who work four, 7-hour days per week shall earn one, 7 hour sick leave day for each full month of service up to nine days.

B. For the purpose of this policy, all employees hired on or before the 15th of a given month shall earn sick leave time at the end of said month. C. During the remainder of the calendar year in which employed, employees may use sick leave days only as earned.

Section 3. Accumulation of Sick Leave Days

A. At the beginning of each subsequent calendar year, each full-time employee shall be credited with 105 sick leave hours. At the beginning of each subsequent calendar year, each part-time employee shall be credited with sick leave in accordance with the following chart:

Employees who work five, 4-hour days per week shall be credited with fifteen, 4-hour sick leave days.

Employees who work three, 7-hour days per week shall be credited with nine, 7-hour sick leave days.

Employees who work five, 5-hour days per week shall be credited with fifteen, 5-hour sick leave days.

Employees who work four, 7-hour days per week shall be credited with twelve, 7-hour sick leave days.

B. Full-time employees may accumulate unused sick leave days, but the maximum permissible accumulation shall not exceed 180 seven (7) hour days or 1,260 hours. Part-time employees may accumulate unused sick leave days, but the maximum permissible accumulation shall not exceed the number of days designated as follows:

Employees who work five, 4-hour days per week may accumulate up to 180, 4-hour sick leave days.

Employees who work three, 7-hour days per week may accumulate up to 108, 7-hour sick leave days.

Employees who work five, 5-hour days per week may accumulate up to 180, 5-hour sick leave days.

Employees who work four, 7-hour days per week may accumulate up to 144, 7-hour sick leave days.

C. Any annual sick leave hours beyond the maximum allowable shall be converted to vacation hours on the basis of one seven (7) hour vacation day for each three seven (7) hour sick leave days (Note: for part-time employees who work less than a 7-hour day, the word "day" refers to the number of hours they are regularly scheduled to work in any one, 24-hour period). Excess sick leave days shall be converted to vacation days at the end of each calendar year.

Section 4. Termination

A. When an employee resigns in good standing or is terminated through no

fault of his/her own after ten years or more service with the Board, the employee shall receive payment for one-third of his/her accumulation of unused sick leave hours carried over from the previous calendar year. The employee shall also receive payment for 1/3 of the sick leave hours earned for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last day worked is on or after the 15th of a given month, he/she shall receive credit for said month.

B. An employee who resigns not in good standing or who is terminated as a result of disciplinary action shall not receive payment or any accumulation of unused sick leave days, regardless of his/her number of years of service with the Board.

Section 5. Death

In the event of death of an employee, the employee's survivor, estate, or administrator shall receive payment for the employee's unused sick leave time, regardless of the number of years of service the employee had with the Board, computed in the same manner as it is for an employee who resigns in good standing after ten years or more of service.

Section 6. Retirement

When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave days carried over from the previous calendar year, regardless of the number of years of service the

employee had with the Board. The employee shall also receive payment for 1/2 of the sick leave hours earned at the beginning of his/her retiring year for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last day worked is on or after the 15th of a given month, he/she shall receive credit for said month.

PROCEDURE

Section 1. Notification of Sick Leave Use

It shall be the responsibility of all employees to notify their supervisor no later than the start of their regularly schedule work day if they are ill and find it necessary to use a sick leave day. It shall also be the responsibility of these employees to notify their supervisor daily if their illness or disability continues for longer than one day.

In cases of planned disabilities such as surgery or pregnancy, it shall be the employee's responsibility to notify and submit to their supervisor a doctor's certificate with a prognosis, dates of anticipated duration of the disability and an expected return to work date; and a request of the type(s) of leave to be used to cover the disability.

In case of grave illness of a spouse, child or parent where an employee wishes to use Sick Leave or accrued Sick Leave, the employee shall submit an "Emergency Leave Request" to the Personnel Office with the recommendation of the Supervisor. The application shall include a physician's statement concerning the prognosis and anticipated duration of the patient's illness.

Section 2. Physician's Statements

In an instance where an employee shall be using sick leave days for a period of five working days or longer, the employee must submit a

written statement from his/her physician to the employee's Supervisor who shall forward it to the Personnel Office for placement in the employee's medical file. In other instances when it is deemed appropriate to request a written statement from the employee's physician, such statement shall also be forwarded to the Personnel Office of placement in the employee's medical file. Written statements shall consist of a prognosis of the illness, injury or pregnancy; extent and estimated duration of same. A return-to-work statement shall also be required.

Section 3. Physical Examinations

If an employee is required to undergo a physical examination by a Board-designated physician, the appointment shall be arranged through the Personnel Office, and the employee shall be notified by that office.

Section 4. Recording Sick Leave Use

- A. Each pay period all supervisors shall have their employees record any sick leave time taken during that period on the "Payroll Voucher".
- B. The Personnel Office shall maintain a "Memorandum of Employee's Leave Balances" sheet on each employee for each year, and shall record monthly any sick leave time that the employee has taken. At the end of each calendar year, the number of sick leave hours used by each employee will be reconciled and a copy provided to each employee.

EXTENDED SICK LEAVE

The Board agrees to implement the following "Extended Sick Leave" plan.

- 1. Reference to the Board Personnel Office shall be construed to mean the Office of the Director, Somerset County Board of Social Services.
- 2. Any personal days earned during extended sick leave cannot be carried over to the next calendar year as indicated in Article 13.
- 3. When the employee is on extended sick leave for the full month or major fraction thereof, he or she shall receive vacation or sick leave benefits on a prorated basis as is indicated for employees in part time status in Article 9, Vacation Days and Article 10, Sick Leave, and they shall be credited for these days as stated in the above plan.
- 4. Full time employees will become eligible for extended sick leave benefits on the first day of the month following the date that the employee has completed at least three (3) months of continuous active employment with the Board. In the event that an employee's illness or disability does not arise out of or in the course of any employment and continues for a prolonged period and the employee has exhausted his/her accumulation of unused sick leave days, upon receipt of medical evidence of the total disabilities, the Board may extend sick leave benefits to the employee while the employee is under the care of a licensed physician and the disability continues for each week or portion thereof, but not to exceed the maximum period of twenty-six (26) weeks at the rate of 50% of the

employees daily salary.

5. An employee must be unable to perform duties required by the Board, and not be engaged in any gainful occupation, nor shall the employee be entitled to this benefit if the employee is receiving a disability benefit from Workers Compensation or Federal Social Security or similar legislation.

EXTENDED SICK LEAVE

POLICY

Section 1. General

In the event that an employee's illness; disability; or incapacitation caused by pregnancy, childbirth and confinement continues and the employee has exhausted his/her accumulation of unused sick leave days, extended sick leave benefits may be available to him/her for a maximum period of twenty six (26) continuous weeks at the rate of 50% of the employee's base salary, which continuous 26 week period may extend into the next calendar year. However, no employee will be entitled to more than 26 weeks in any one calendar year.

Section 2. Conditions of Eligibility

Extended sick leave benefits shall be available to employees who meet all of the following conditions:

A. An employee shall have completed his/her probationary period and shall be permanent or provisional, and a non-classified employee shall have completed three months of service with the Board.

- B. An employee shall have exhausted his/her accumulation of unused sick leave days and shall have continued to be ill; disabled; or incapacitated due to pregnancy, childbirth and recuperation.
- C. An employee must be under the Care of a legally licensed physician and must have that physician complete an "Extended Sick Leave Application" and submit it to the Administrator in charge of the personnel unit prior to the expiration of the employee's accumulation of unused sick leave days.
- D. An employee on extended sick leave shall be required to produce periodic written statements from his/her physician advising of the nature, extent, and estimated duration of the illness; disability; or incapacitation due to pregnancy, childbirth or recuperation, as well as a return-to-work statement. An employee on extended sick leave may, at any time, be required to undergo a physical examination by a Board designated physician.

Section 3. Exceptions of Eligibility

- A. Extended sick leave shall not be permissible beyond recuperation period for childbirth unless for complications which are fully documented by the physician.
- B. Extended sick leave is offered only for the employee's personal illness or injury and is not available for illness or injury of a family member.

Section 4. Status of Benefits

A. For the purposes of computing an employee's total length of service

with the Board, any period of extended sick leave shall not be considered a break in service, and the employee shall be able to accumulate service credit during the entire period of extended sick leave.

- B. If an employee is on extended sick leave for the last seven or less consecutive work days of a given calendar year and continues to be on extended sick leave into the following calendar year, he/she shall be credited with vacation, sick leave, and personal days as if he/she had been working. If an employee is on extended sick leave for longer than the last seven consecutive work days of given calendar year and continues to be on extended sick leave into the following calendar year, he/she shall be credited with vacation, sick leave, and personal days upon return from extended sick leave. If an employee is on extended sick leave sometime during the remainder of the calendar year in which he/she is hired, he/she shall be credited, upon return from extended sick leave, with those vacation, sick leave, and personal days he/she would have earned had he/she continued working.
- C. If a Board-recognized holiday occurs while an employee is on extended sick leave, and if the employee would have received pay for this holiday had he/she been working, the employee shall receive half pay for the holiday but shall not receive half pay for extended sick leave.

D. An employee on extended sick leave shall not be eligible for bereavement leave.

Section 5. Computation of Extended Sick Leave

Computation of payment for extended sick leave benefits shall be made on the basis of the number of hours normally scheduled for the employee to work per day, whether on full-time or part-time basis.

Section 6. Maximum Use of Extended Sick Leave

If an employee has exhausted the maximum of 26 weeks of extended sick leave, a statement shall be requested from his/her physician concerning the employee's ability to return to work. employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the employee shall be terminated or retired or placed on a leave of absence without pay pending the ability to be placed on appropriate benefits, i.e., social security. Such termination shall be considered to be in good standing. If the employee's physician states that the employee is unable to return to work upon conclusion of extended sick leave, but shall be able to at a later date or to a different position, the employee shall have the choice to terminate or may request a leave of absence without pay as per Board policy. An employee who is placed on leave without pay shall be required to produce periodic written statements from his/ her physician concerning the condition and may, at any time, be required to undergo a physical examination by a Boarddesignated physician. If such employee desires, he/she shall be

considered for any vacancy that he/she would be capable of performing, as certified by his/her physician.

PROCEDURE

Section 1. Application for Extended Sick Leave

When it become apparent that an employee will be exhausting his/her accumulation of unused sick leave days, the employee or his/her supervisor shall immediately notify the Personnel Office. "Extended Sick Leave Application" shall then be sent to the employee for his/ her physician to complete. The completed "Extended Sick Leave Application" must be returned to the Personnel Office prior to the expiration of the employee's accumulation of unused sick leave days so that it can be processed and so that a determination as to eligibility can be made. In the event that the completed "Extended Sick Leave Application" is not returned to the Personnel Office prior to the expiration of an employee's accumulation of unused sick leave days, the employee shall be placed on leave without pay until the completed "Extended Sick Leave Application" is received by the Personnel Office and a determination is made. If, in such a instance, it is determined that an employee is eligible to receive extended sick leave payments, the employee would then be reimbursed retroactively to the date he/she was first placed on a leave without pay.

Section 2. Recording Use of Extended Sick Leave

A. Each pay period all supervisors shall record any extended sick leave

taken on the corresponding payroll vouchers.

B. The administrator in charge of the personnel unit shall maintain a "Memorandum of Employee's Leave Balances" sheet on each employee for each year, and shall record monthly any extended sick leave days that an employee has taken, maintaining a record of the total length of extended sick leave taken by an employee in each calendar year.

Section 3. Return to Work

On the first day of an employee's return to work after extended sick leave, the employee shall submit a return-to-work statement from his/her physician to his/her supervisor. The supervisor shall forward this statement to the administrator in charge of the personnel unit for placement in the employee's medical file. In addition, the employee should telephone his/her supervisor as well as the administrator in charge of the personnel unit prior to returning to work so that arrangements can be made to change the employee's status from half pay to full pay.

Section 4. Maximum Use of Extended Sick Leave

Three weeks prior to the expiration of the 26th week of extended sick leave, the administrator in charge of the personnel unit shall send a letter to the employee requesting him/her to obtain a statement from his/her physician concerning the employee's ability to return to work. The statement from the physician must be received in the personnel unit no later than one week before the expiration of the 26th week of extended sick leave. If this statement is not received

by the administrator in charge of the personnel unit in the time limit specified, the employee shall be placed on an unauthorized leave without pay after the expiration of the 26th week of extended sick leave. A certified letter shall be sent to the employee advising him/her of this action and advising that failure of the administrator in charge of the personnel unit to receive the required statement within five working days of receipt of the warning letter shall result in the employee's services being terminated. Such termination shall not be considered to be in good standing.

If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the administrator in charge of the personnel unit shall process the necessary forms to terminate or retire the employee or place on a leave without pay pending the ability to be placed on appropriate benefits.

If the physician certifies that the employee is unable to return to work upon conclusion of extended sick leave, but shall be able to at a later date, the administrator in charge of the personnel unit shall process the necessary forms to place the employee on a leave without pay.

If a vacancy does not exist within the Department to which the employee can qualify nor a vacancy to which the employee can

transfer, the employee shall have the choice to terminate employment, or terminate from the Department and be placed on leave without pay.

An employee who has been placed on a leave without pay may not return to work unless he/she follows the steps outlined in Section 3 of this procedure.

ARTICLE 11A

Donated LEAVE BANK

Policy

Section 1. General

Employees or their families sometimes suffer from a catastrophic illness or injury which necessitates the employee's prolonged absence from work and for which the employee has no available paid leave. The Board recognizes that employees would like to assist their fellow employees or their families under such circumstances by volunteering to donate a portion of their accumulated benefit hours to the employee(s) suffering from catastrophic illness or injury so the employee can provide care to a family member.

Section 2. Purpose

The Donated Leave Bank will consist of voluntarily donated benefit hours given by employees to assist an employee or their family member suffering from catastrophic illness or injury for which the employee has exhausted their benefit leave hours, and the catastrophic illness or injuries continue. The Bank will also consist of other accrued leave as available.

Section 3. Definition of Family

The immediate family will consist of a father, mother, father-in-law, mother-in-law, spouse, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, or a step or half relation of a similar nature. Any other requests may be reviewed by the Benefits Leave Committee.

Section 4. Definition of Catastrophic Illness or Injury

For the purpose of this policy, catastrophic illness or injury is defined as a debilitating illness or injury that requires the

employee to be on a prolonged leave of absence of work.

Section 5. Donated Leave Bank

- A. The Donated Leave Bank will be maintained by Personnel. An accounting of its balances and uses will be published annually.
- B. Each year, or as needed, Personnel will ask employees to voluntarily donate hours from their individual sick leave or vacation banks to the Donated Leave Bank. Donated hours will be deducted from the donor's individual leave balances and added to the Donated Leave Bank.
- C. The Donated Leave Bank will be maintained as long as a minimum balance of 1104 hours is maintained. If this balance cannot be maintained through donations, the program will be continued on an as needed basis, with donations sought on a case-by-case basis.

Section 6. Donated Leave Program Committee

The Donated Leave Program Committee shall be comprised of at least 5 staff members appointed by the Director.

Procedure

Section 1. General

In each calendar year, employees may donate Sick Leave and/or Vacation Hours to the Donated Leave Bank for the purpose of continuing an employee's income during the catastrophic illness or injury of the employee or family member.

Section 2. Eligibility

- A. Participating donors must meet the following eligibility requirements:
 - Full time employees must have 200 hours remaining in their Sick Leave Bank if donating Sick Leave or 80 hours of

- vacation if donating vacation hours.
- 2. The donor may donate up to 40 hours in any one calendar year. If the donor has more than 400 sick hours in their sick leave bank, the donor may donate more hours as long as their remaining balance is at least 200 hours.

B. Recipients must meet the following requirements:

- The employee or family member (as defined above) must be suffering from a catastrophic illness or injury which necessitates the employee's prolonged absence from work.
- 2. The catastrophic illness or injury is documented by medical evidence signed by the physician describing the nature of the illness, the diagnosis and prognosis or injury and the anticipated duration.
- 3. The employee must have used all available Sick Leave and Vacation Leave from their individual banks.
- 4. The employee must have completed at least 6 months of continuous services with the agency.

Section 3. Application for Donated Leave

- A. Participation may be initiated as follows:
 - 1. The employee applies.
 - The supervisor or administrator of the department recommends that the employee be a recipient.
 - 3. The Personnel Assistant notifies the Director and the Administrator of the department of an employee's situation and secures their approval for the employee's participation.

- B. An employee, supervisor, Administrator or Personnel on behalf of an employee, may apply to the Donated Leave Program Committee for an allocation of hours.
- C. A physician's statement must accompany the application, indicating the prognosis of the illness, the extent and anticipated duration of the illness.
- D. The Donated Leave Program Committee will review the application and may allocate up to 1,000 hours to the employee, or the anticipated length of the illness, whichever is less.

Section 4. Use of Donated Leave

- A. An employee using donated leave will receive full pay for any such hours used. Supervisors shall record any employee using donated leave hours on the timesheet.
- B. If the employee returns to work prior to the anticipated date of return, the unused donated leave hours will be returned to the bank.
- C. If the employee's absence is due to personal illness or injury and extends beyond the allocated number of donated hours, the employee may be eligible for Extended Sick Leave (see separate policy).
- D. If the employee's absence is due to illness or injury of a family member and extends beyond the allocated number of donated hours, the employee may be placed on a Leave of Absence Without Pay.

Section 5. Employee's Individual Benefit Leave Bank

The employee will accrue sick leave and vacation hours during the use of donated benefits leave hours and they will be credited to their banks upon return to work. Thereafter, if the employee

experiences any short term illness or injury, the employee will use all accrued time and then be placed on a Leave of Absence Without Pay.

HEALTH BENEFITS

- 1. The Board agrees to continue those health benefits which were in existence on December 31, 2017, for the term of the Agreement. These benefits consist of those benefits which are contained within the State Health Benefits Plan as of December 31, 2017 and as modified or changed by the State during the term of the Agreement. Mandatory Health Benefit contributions by employees will be made in accordance with N.J.S.A. 40A:10-21 as required, for the duration of the agreement unless amended by legislation.
- 2. Dental Plan The Dental Plan in effect on December 31, 2017, will be continued for the term of this Agreement. The Board will continue to pay all premiums for the employee. Employees will be entitled to participate in family coverage at their own expense with any additional premium for children, spouse or full family coverage to be paid by the employee.
- 3. The parties agree that if a Prescription Plan is implemented for a majority of County employees that plan will immediately become effective for the employees of the Board.
- 4. Vision Care Plan Each employee and each eligible dependent is entitled to one (1) reimbursement every other year counted from the last year of the prior contract and continued forward to any succeeding contract.

This reimbursement will not exceed \$300.00 for single lenses or \$400.00 for bifocal or trifocal lenses.

Employees may receive this benefit by obtaining a receipted bill from the optician which clearly indicates the full name of the recipient of the glasses and type of lens, i.e., single, bifocal or trifocal, and the dollar amount. The receipt should then be given or sent to the Director of the

Board of Social Services or to the person designated for this purpose at the Agency.

Reimbursement will be by check on supplemental pay days. Eligible dependents for this program are the same as described in Paragraph 1.

PROCEDURE

SECTION 1. Enrollment and Charges

Enrollment of New Employees

On the first day of employment, an employee shall complete an enrollment card, either electing single coverage or rejecting coverage entirely. The Personnel Office shall give the employee a booklet describing the benefits and shall inform the employee of the effective date of coverage.

If an employee elects enrollment in the Dental Program he/she shall receive identification cards through interoffice mail, approximately four to five months after beginning work with the Board.

Section 2. Leave Without Pay

If an employee is on an approved leave of absence without pay, dental coverage shall be continued at the expense of the Board.

Section 3. Termination

Dental coverage shall cease on the first of the month following the first full month for which salary was not received.

PERSONAL DAYS BEREAVEMENT AND JURY DUTY

- 1. Employees who have completed at least one (1) year of service shall be granted up to 24.5 hours of personal leave with pay per calendar year. Part-time employees shall be granted pro- rated personal leave according to work hours. Employees with less than one (1) year of service shall have their personal time pro-rated in the same manner as their vacation leave.
- 2. Personal excused absence days shall be granted subject to the prior approval of the Supervisor and will not be used in conjunction with vacation but may be used in conjunction with sick leave or holidays.
- Personal excused absence days and bereavement days shall not accumulate from year to year.
- Bereavement leave shall be in accordance with the following
 Somerset County bereavement policy.

BEREAVEMENT LEAVE

POLICY

Section 1. General

If required, an employee may be granted excused absence with pay for a death in the immediate family and attendance at the funeral. Immediate family shall be limited to father, mother, father-in-law, mother-in-law, husband, wife, civil union or domestic partner, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, or a step or half relation of a similar nature. In the event of the death of other relatives or in-laws, an employee may request a vacation day(s), personal day(s), or a leave without pay. Temporary employees shall be eligible for bereavement leave.

Section 2. Length of Bereavement Leave

Full-time employees may be granted up to thirty-five (35) hours (five (5), seven (7) hour days or four (4) eight and three quarter (8 3/4) hour days of bereavement leave. Part-time employees may be granted bereavement leave in accordance with the following chart:

Employees who work five, 4-hour days per week may be granted up to five, 4-hour days of bereavement leave.

Employees who work three, 7-hour days per week may be granted up to three, 7-hour days of bereavement leave.

Employees who work five, 5-hour days per week may be granted up to five, 5-hour days of bereavement leave.

Employees who work four, 7-hour days per week may be granted up to four, 7-hour days of bereavement leave.

Jury Duty

When four (4) day work week employees are scheduled for Petit Jury Duty, they shall be switched to a five (5) day work week for the duration of their Petit Jury Duty.

INSURANCE AND RETIREMENT BENEFITS

The Board agrees to participate to the extent required by law in the New Jersey Public Employees Retirement system.

EDUCATIONAL LEAVE

Leave of absence without pay for education course work may be granted by the Board as the Board determines appropriate.

LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted at the discretion of the Board to permanent employees for any reason considered good by the Board, for a period of not to exceed six (6) months at any one time, subject to approval by the Division of Family Development and the Civil Service Commission. Such leaves of absence may be renewed by the Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval by the Civil Service Commission for reasons as established by Commission regulations. In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for commencing and terminating the leave shall be submitted to the Board. No leave of absence without pay shall become effective without prior approval of the Board and/or the Director of the Somerset County Board of Social Services.

Employees granted leaves of absence without pay shall not accrue annual sick leave or vacation leave credit for every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.

MATERNITY LEAVE

Maternity leave is currently covered under sick leave (Article 10), extended sick leave (Article 11) and Leave Without Pay (Article 16).

PART-TIME EMPLOYEES

Permanent part-time employees with benefits, who work at least 20 hours per week, shall have the same rights and privileges under this contract as full-time employees, with the following limitations: part-time employees shall receive holidays, vacation, and sick leave and extended sick leave on a prorated basis. In addition, both State Health Benefits and the Public Employment Retirement Commission have specific requirements regarding the eligibility of part-time employees.

SECTION IV

ARTICLE 19

SENIORITY

- 1. Seniority, which is defined as continuous employment in grade with the Board, will be given due consideration by the Board with respect to promotions, transfers, demotions, layoffs and recalls.
- 2. The Board agrees to supply current seniority lists to the Union on a semi-annual basis.
- 3. In scheduling vacations and personal days, preferences will be based on seniority from date of hire. In the event two or more persons have the same in-grade seniority date, the one with more time in service with the Agency shall be considered as having greater-seniority.
- 4. For Promotion purposes, relevant experience with the Somerset Board of Social Services, will be considered and given credit to the same extent as relevant experience with another agency.

"Seniority" for the purposes of this section shall be based upon the individual employee's date of hire and continuous employment with the Board and shall not be construed to reflect "seniority" as it is defined by the Civil Service Commission.

JOB POSTING

Existing or planned job vacancies will be posted and dated on the bulletin board. The posting will include any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making application. Said application must be made within ten (10) working days, if possible, of posting. A copy of the posting and job specification will be given to the Union President.

PERSONNEL FILES AND EVALUATIONS

- 1. A duplicate copy of the evaluation by the immediate supervisor which is required for probationers shall be given in its entirety to the respective employee.
- 2. Each employee shall be notified of an evaluation of his/her performance and receive a copy of this evaluation with his/her supervisor.
- 3. All employees shall be notified of any documents to be entered into their personnel files and be given a copy of that document(s), upon request.
- 4. An employee by request for appointment shall have access to examine his/her own personnel file during office hours at a reasonable time set by the employer or his/her designee.
- 5. The signature of the employee affixed to any document does not indicate in any way that the employee agrees with the contents of the documents or file. The employees' signature is affixed to show only that the documents or file has been reviewed in accordance with this Agreement. The employee shall have the right to respond in writing to any document in the file. Such response shall become a part of the personnel file unless as a result of the response, the questioned document is removed or destroyed.
- 6. Warning memoranda and/or corrective memoranda shall be removed at an employee's written request at any time after eighteen (18) months from the date of the document was placed in the employees personnel file provided the employee has received no additional warning memoranda and/or corrective memoranda during the two (2) years prior.

DISCIPLINE

- Major or minor discipline of an employee shall be imposed only for just cause. The Union recognizes the Board's right and obligation to impose and implement disciplinary actions.
- Services, or his/her designee, imposes discipline, written notice of such discipline shall be given to the employee in the form of a "Preliminary Notice of Disciplinary Action". Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline. A copy of such notice shall be given to the Local Union President.
- 3. Minor Discipline is defined as those categories of discipline that are up to and include suspensions or fines for 35 hours or less.
- 4. The parties agree that prior to implementation of suspensions of not more than thirty-five (35) hours as a matter of general practice and intent, and where in the judgment of the Director/Deputy Director of the Board such suspension is not directed at the immediate need to maintain safety, order or effective direction of work assignments, suspensions will not be implemented until after a three (3) day period of notification within which time the Local President of the Union, representing the involved employee, may undertake informal discussion with the Director or his/her designee.

- 5. Major Discipline. In general, Major Discipline includes those categories of discipline that are more than 35 hours (see Title 4A:2-2.2).
- 6. Department Hearing. When the Board imposes major discipline the Director/Deputy Director of the Board, who shall not be an individual who was personally involved in the facts of the dispute, will convene and conduct a Departmental hearing in accordance with N.J.A.C. 4A:2-1.1 et seq. At any such disciplinary hearing, the employee may elect to be represented by the Local Union President or another individual designated by the Union. The Department Hearing will be scheduled in as expeditious a manner as possible. Unless the suspension of the employee is immediate as per Title 4A:2-2.5 the actual imposition of discipline shall be held pending the decision of the Director/Deputy Director at the above hearing. See Title 4A:2-2.6

The decision rendered at the hearing shall be provided to the employee in the form of a "Final Notice of Disciplinary Action".

APPEALS

7. Minor Discipline:

In the event that discipline of an employee involves suspension or fine of 35 hours or less a grievance may be filed in accordance with the existing grievance procedures, Article 23.

Major Discipline:

In the event that discipline of an employee involves suspension of more than 35 hours and/or other penalties as indicated in N.J.A.C. 4A:2-2.2, the following appeals process shall apply:

- a. The employee may request or petition the Director of Human Resources of the Division of Family Development (DFD) in lieu of the Civil Service Commission for a hearing. Such request, pursuant to Civil Service Commission rules, must be received by the Director of Human Resources, DFD, within twenty (20) days from the date of receipt by the employee of the final notice of disciplinary action. The Civil Service Commission Law and the Rules and Regulations promulgated hereunder shall govern the disposition by the Personnel Officer of such a request or petition. In the event the employee involved elects the procedure as provided above, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal as provided in the disciplinary arbitration process.
- b. The Union may elect to appeal the matter to disciplinary arbitration provided that such an appeal is joined by the employee in writing. The employee shall not be denied the right to appropriate representation. The election of this procedure will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service procedure provided above.

- c. All waivers or elections will be made in writing by the employee involved.
- d. An appeal to disciplinary arbitration may be brought only by the Union, through its Council Representative, by mailing a written request for disciplinary arbitration by certified or registered mail to the Director of the Somerset County Board of Social Services, which must be postmarked within thirty (30) calendar days from the date of receipt by the employee of the final notice of disciplinary action. A request for disciplinary arbitration shall contain the name of the employee involved, a copy of the original appeal, the notice of discipline and any written decision rendered concerning the matter.
- e. The selection of the arbitrator shall be determined on the same basis as indicated in the grievance procedure.
- Arbitrators in disciplinary matters shall confine f. themselves to determinations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Contract by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be final and binding upon the In the event the arbitrator finds the employee guilty, he may approve penalty as appropriate to the circumstances, in accordance with this Contract however, removal from service shall not be substituted for a lesser In the event the arbitrator finds the employee innocent or penalty. modifies a penalty he may order reinstatement with back pay for any part or an imposed suspension or reduction in grade or period that the employee was dismissed from service. Should the arbitrator's award provide reinstatement with back pay, the employee may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding thirty-five (35) hours per week or seven (7) hours per day, less

any deduction required by law, or other offsetting income for the back pay period specified by the arbitrator. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions of the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis.

- g. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.
- h. Nothing in this Article shall be construed to limit the right of the Board to implement any disciplinary action notwithstanding the pendency of an appeal proceeding.
- 8. The following shall constitute the disciplinary appeal procedure rights for provisional employees, who have been employed in such capacity for a minimum of six (6) months.
- a. In disciplinary; matters of suspension of more than five (5) days, except dismissal from service, such employees

Shall be entitled to utilize the provisions of this Article only to departmental hearing level.

- b. In disciplinary matters involving dismissal from service, such employees upon written request shall be entitled to a conference with the Director or his/her designee, to discuss the matter. The Director, or his/her designee, may conduct an administrative investigation of the matter.
- c. In no event shall the provision of this Article apply where the employee is being removed as a result of the certification of a Civil Service eligible list.
- d. Nothing in this Article shall be construed as a waiver of rights of any employee may have under Civil Service Statute or the Civil Service Rules and Regulations.
- 6. Oral warnings shall not be subject to the provisions of this Article and the Article pertaining to grievances.

GRIEVANCE PROCEDURE

- A. <u>Purpose</u>: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without the intervention of the Union.
- B. <u>Definition</u>: The term "grievance" shall mean an allegation that there has been:
- A misinterpretation or misapplication of the terms of this Agreement, which is subject to the grievance procedure outlined herein, and shall hereinafter be referred to as a "contractual grievance"; or
- 2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Board, which shall be processed up to and including the Board, and shall hereinafter be referred to as a "non-contractual grievance".
- C. <u>Presentation of a Grievance</u>: In the presentation of a grievance, the aggrieved shall have the right to present his/her own appeal or to designate a Union representative to appear with him/her. The Board agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved and one Union representative who is an employee of the Board, through out the grievance procedure.
- D. <u>Steps of the Grievance Procedure</u>. The following constitutes the sole and exclusive method for resolving grievance between the parties

covered by the Agreement.

STEP 1 - The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his/her supervisor within ten (10) working days after they would reasonably be expected to know of its occurrence. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance. The supervisor shall render a decision in writing within five (5) working days after receipt of the grievance. A Union steward may participate at the request of the employee.

STEP 2 - In the event satisfactory settlement has not been reached, the aggrieved shall, in writing and signed, file his complaint with the Director of the Board of Social Services within ten (10) working days following receipt of the determination of STEP 1. The Director of the Board of Social Services, or his/her designee, shall render his/her decision within five (5) working days after the receipt of the complaint. The Union Steward, or local Union officer, may participate at the request of the employee.

STEP 3 - Should the aggrieved disagree with the decision of the Director, or his/her designee, the aggrieved may, within ten (10) working days of receipt of the decision, submit to the Board a statement in writing and signed as to the issues in dispute. In the event the aggrieved files his/her statement, the Board shall review the decision of the Director, together with the disputed areas submitted by the aggrieved. The aggrieved and/or Union representative may request an appearance before the Board. The Board will render its decision within ten (10) working days after the Board meeting at which the matter has been reviewed. If necessary, a special Board meeting will be held to hear the appeal prior to the next regularly scheduled Board meeting. All members of the Board are members of a

committee to hear appeals. However, a decision can be made by a minimum of three (3) Board members, which shall be the decision of the Board. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

STEP 4 - Any unresolved contract grievance (as defined in the B.1. Definition), except matters involving appointment, promotion or assignment, or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the Board's decision.

- a. It is understood and agreed between the parties that the subject of change in wages shall not be subject to binding arbitration.
- b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- c. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and Rules for which a specific appeal to Civil Service is available, the individual may present his complaint to the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.
- d. The arbitrator shall be selected by agreement between the parties from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the

Public Employment Relations Commission.

- e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
- f. The decision or award of the arbitrator shall be final and binding on the Board, the Union and the grievant or grievant, to the extent permitted by and in accordance with applicable law and this Agreement.
- g. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Board's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- h. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement, and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination.
- i. The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- j. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

- k. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.
- l. Grievance resolutions or decisions at STEPS 1 through 4 shall not constitute a precedent in any arbitration or other proceeding, unless a specific agreement to the effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

Miscellaneous:

- Union representation does not preclude representation by an attorney.
- 2. A minority organization should not present or process grievances.
- 3. Should the grievant elect to present his own grievance, without Union representation, he should so indicate on the grievance form in the procedural STEP 1.
- 4. Time limits under this Article may be changed by mutual agreement only.

SECTION V

ARTICLE 24

NON-DISCRIMINATION

The Board and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, ancestry, age, sex, national origin, marital, parental, familial or birth status, affectional or sexual orientation, liability for service in the Armed Forces of the United States, nationality or handicap/disability or Union membership.

UNION ACTIVITY

- 1. The Board agrees to grant officially elected delegates of the Somerset County Board of Social Services Local Union time off with pay for the purpose of attending Union conventions and/or conferences, provided that:
- a. Total time off does not exceed an aggregate of thirteen (13) working days in any one (1) calendar year.
- b. Not more than two (2) such Union delegates shall be permitted to attend such convention or conference at any one time, except that the five (5) shop stewards shall be able to attend a one (1) day training session once per year.
- c. Written request specifying the amount of time off is to be received by the Board at least five (5) days in advance of the granting of each time off. Under certain circumstances this five (5) day period may be waived by the Board.
- 2. Labor Management Meeting The employer and two (2) people representing the Union shall meet quarterly for the purpose of reviewing the administration of this Agreement and to discuss other matters of mutual interest. These meetings are not intended to bypass the grievance procedure nor to be considered collective bargaining meetings, but rather are intended as a means of fostering good employment relations through communications between the parties. Either party may submit their part of the agenda one (1) week prior to such meetings. Union representatives shall be granted time off during working hours to attend without loss of pay.
- 3. New Employees The Union may supply membership packets which contain certain information for distribution to new employees during the initial phase of employment. The Board will provide a fifteen (15) minute

period during the new employee's training period to allow an AFSCME Council Representative or the President of the Union to meet and explain the Union's responsibilities.

4. Bulletin Board Use - The Board shall allow a section of each bulletin board to be used by the Union or wherever possible, space for the Union to place its own bulletin board.

SECTION VI

ARTICLE 26

SEPARABILITY AND SAVINGS

If any provision of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, including but not limited to the New Jersey Civil Service Commission, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

FULLY-BARGAINED PROVISION

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment, and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which where or could have been the subject of negotiations.

CIVIL SERVICE REGULATIONS

The parties agree to be bound by all applicable Civil Service Regulations covering transfers, reassignments, promotions, discipline and layoff.

MISCELLANEOUS

Section 1. Cellular Phone

The administration in consultation with the Labor Management Committee will provide for cellular phones for employees in the bargaining unit as needed for safety or for other client reasons. The administration will work with the Labor Management Committee to determine the number of phones to be provided and the policy for their use. It is anticipated that departments such as Adult Protective Services will be provided with cellular phones as part of this program.

Section 2. Layoff

In the event of any layoff, the Board will provide all affected employees with services through the State of New Jersey Department of Labor (services to include job retraining where applicable, access to job bank and resume writing assistance).

DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 2018, and shall remain in full force and effect through December 31, 2021. Negotiations on the successor contract shall commence at least ninety days prior to the expiration date of this Agreement upon written notice by one party to the other.

SOMERSET COUNTY BOARD OF SOCIAL SERVICES
By: Vorla 10 1/ Relikeurs
Donald Matthews, Board Chairman
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Date: 3/20/2019
Witnessed O
By: Www.
Dominic Crisall, Director Somerset County Board of Social Services
Date: 320[9
AFSCME, AFL-CIO, LOCAL 2513
By: Anina Reeves
Date: 3 7 19
Witnessed
By: January ////adama
Date: 3/2/19

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	45166 46411	46411		4765	54	48896	50140	51383	52627	53869	55114	50		
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	37942 38761	38761	61	3958	90	40398	41216	42035	42855	43697	44565	45434	46301	1
	39838 40697	40697		415	99	42416	43276	44135	44996	45880	46794	47703	48615	12
42730	41827 42730	42730		436	33	44536	45439	46341	47244	48174	49131	50088	51045	13
42974 43923 44871 45817	43923 44871	44871		458	17	46766	47714	48664	49611	50586	51592	52597	53601	14
46108	46108 47101	47101		480	96	49090	50085	51080	52075	53099	54155	55210	56264	15
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	53388 54540	54540		556	92	56846	57999	59153	60303	61491	62712	63933	65154	18
54861	54861 56044	56044		572	28	58413	59598	60781	61967	63187	64440	65695	66950	19
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	Range	5	12	13	14	15	16	17	18	19	20	21	22	23	Step 21	45434	45434	45434 47703 50088	45434 47703 50088 52597	45434 47703 50088 52597 55210	45434 47703 50088 52597 55210 57971	45434 47703 50088 52597 55210 57971 60873	45434 47703 50088 52597 55210 57971 60873 63933	45434 47703 50088 52597 55210 57971 60873 63933	45434 47703 50088 52597 55210 57971 60873 65695 68975	45434 47703 50088 52597 55210 57971 60873 63933 65695 68975	45434 47703 50088 52597 55210 57971 60873 65695 68975 76844
Final	Step 10	36304	38117	40022	42026	44117	46324	48641	51083	52492	55114	61398	64462	68210	Step 20	44565	44565	44565 46794 49131	44565 46794 49131 51592	44565 46794 49131 51592 54155	44565 46794 49131 51592 54155 56865	44565 46794 49131 51592 54155 56865 59708	44565 46794 49131 51592 54155 56865 59708	44565 46794 49131 51592 54155 56865 59708 62712 64440	44565 46794 49131 51592 54155 56865 59708 62712 64440 67658	44565 46794 49131 51592 54155 56865 59708 62712 64440 67658 75376	44565 46794 49131 51592 54155 56865 59708 62712 64440 67658 75376
	Step 9	35486	37258	39119	41078	43123	45278	47544	49931	51308	53869	60013	63008	66672	Step 19	43697	43697	43697 45880 48174	43697 45880 48174 50586	43697 45880 48174 50586 53099	43697 45880 48174 50586 53099 55757	43697 45880 48174 50586 53099 55757 58546	43697 45880 48174 50586 53099 55757 58546 61491	43697 45880 48174 50586 53099 55757 58546 61491	43697 45880 48174 50586 53099 55757 58546 61491 63187	43697 45880 48174 50586 53099 55757 58546 61491 63187	43697 45880 48174 50586 53099 55757 58546 61491 63187 66341 73907
1/2019	Step 8	34667	36399	38216	40130	42127	44235	46448	48778	50123	52627	58627	61554	65134	Step 18	42855	42855	42855 44996 47244	42855 44996 47244 49611	42855 44996 47244 49611 52075	42855 44996 47244 49611 52075 54679	42855 44996 47244 49611 52075 54679 57416	42855 44996 47244 49611 52075 54679 57416 60303	42855 44996 47244 49611 52075 54679 57416 60303	42855 44996 47244 49611 52075 54679 57416 60303 61967 65061	42855 44996 47244 49611 52075 54679 57416 60303 61967 65061	42855 44996 47244 49611 52075 54679 57416 60303 61967 65061
t_01/0	Step 7	33848	35540	37314	39180	41133	43189	45351	47626	48937	51383	57243	60100	63596	Step 17	42035	42035	42035 44135 46341	42035 44135 46341 48664	42035 44135 46341 48664 51080	42035 44135 46341 48664 51080 53637	42035 44135 46341 48664 51080 53637 56320	42035 44135 46341 48664 51080 53637 56320 59153	42035 44135 46341 48664 51080 53637 56320 59153 60781	42035 44135 46341 48664 51080 53637 56320 59153 60781	42035 44135 46341 48664 51080 53637 56320 59153 60781 63818	42035 44135 46341 48664 51080 53637 56320 59153 60781 63818 71096
ing Uni	Step 6	33029	34680	36413	38231	40138	42145	44253	46474	47754	50140	55857	58647	62056	Step 16	41216	41216	41216 43276 45439	41216 43276 45439 47714	41216 43276 45439 47714 50085	41216 43276 45439 47714 50085 52591	41216 43276 45439 47714 50085 52591 55223	41216 43276 45439 47714 50085 52591 55223 57999	41216 43276 45439 47714 50085 52591 55223 57999 59598	41216 43276 45439 47714 50085 52591 5523 57999 59598 62574	41216 43276 45439 47714 50085 52591 5523 57999 59598 62574 69711	41216 43276 45439 47714 50085 52591 55223 57999 59598 62574 69711
r Collective Bargaining Unit_01/01/2019	Step 5	32211	33821	35509	37284	39144	41100	43155	45321	46569	48896	54470	57192	60517	Step 15	40398	40398	40398 42416 44536	40398 42416 44536 46766	40398 42416 44536 46766 49090	40398 42416 44536 46766 49090 51546	40398 42416 44536 46766 49090 51546 54126	40398 42416 44536 46766 49090 51546 54126 56846	40398 42416 44536 46766 49090 51546 54126 56846	40398 42416 44536 46766 49090 51546 54126 56846 58413	40398 42416 44536 46766 49090 51546 54126 56846 588413 61329 68325	40398 42416 44536 46766 49090 51546 54126 58413 61329 68325 71733
llective	Step 4	31392	32960	34606	36337	38148	40055	42059	44168	45385	47654	53086	55740	58979	Step 14	39580	39580	39580 41556 43633	39580 41556 43633 45817	39580 41556 43633 45817 48096	39580 41556 43633 45817 48096 50502	39580 41556 43633 45817 48096 50502 53027	39580 41556 43633 45817 48096 50502 53027 55692	39580 41556 43633 45817 48096 50502 53027 55692 57228	39580 41556 43633 45817 48096 50502 53027 55692 57228 60086	39580 41556 43633 45817 48096 50502 53027 55692 57228 60086 66939	39580 41556 43633 45817 48096 50502 53027 55692 57228 60086 66939
For Co	Step 3	30574	32101	33703	35388	37155	39010	40962	43015	44201	46411	51700	54285	57441	Step 13	38761	38761	38761 40697 42730	38761 40697 42730 44871	38761 40697 42730 44871 47101	38761 40697 42730 44871 47101	38761 40697 42730 44871 47101 49458 51932	38761 40697 42730 44871 47101 49458 51932 54540	38761 40697 42730 44871 47101 49458 51932 54540 56044	38761 40697 42730 44871 47101 49458 51932 54540 56044 58843	38761 40697 42730 44871 47101 49458 51932 54540 56044 58843 65554	38761 40697 42730 44871 47101 49458 51932 54540 56044 58843 65554 68824
Salary Guide Fo	Step 2	29755	31241	32801	34440	36158	37966	39866	41862	43016	45166	50315	52832	55904	Step 12	37942	37942	37942 39838 41827	37942 39838 41827 43923	37942 39838 41827 43923 46108	37942 39838 41827 43923 46108	37942 39838 41827 43923 46108 48411 50835	37942 39838 41827 43923 46108 48411 50835 53388	37942 39838 41827 43923 46108 48411 50835 53388	37942 39838 41827 43923 46108 48411 50835 53388 54861 57599	37942 39838 41827 43923 46108 48411 50835 53388 54861 57599 64169	37942 39838 41827 43923 46108 48411 50835 53388 54861 57599 64169
Salaı	Step 1	28935	30383	31899	33492	35165	36922	38769	40710	41831	43924	48929	51377	54365	Step 11	37124	37124	37124 38979 40925	37124 38979 40925 42974	37124 38979 40925 42974 45112	37124 38979 40925 42974 45112 47369	37124 38979 40925 42974 45112 47369	37124 38979 40925 42974 45112 47369 49737 52235	37124 38979 40925 42974 45112 47369 49737 52235 53674	37124 38979 40925 42974 45112 47369 49737 52235 53674 56357	37124 38979 40925 42974 45112 47369 49737 52235 53674 56357 62784	37124 38979 40925 42974 45112 47369 49737 52235 53674 56357 62784 65916
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Step 10	36304	38117	40022	42026	44117	46324	48641	51083	52492	55114	61398	64462	68210	Step 20	44565	46794	49131	51592	54155	56865	59708	62712	64440	67658	75376	79135	83734
Step 9	35486	37258	39119	41078	43123	45278	47544	49931	51308	53869	60013	63008	66672	Step 19	43697	45880	48174	50586	53099	55757	58546	61491	63187	66341	73907	77591	82102
Step 8	34667	36399	38216	40130	42127	44235	46448	48778	50123	52627	58627	61554	65134	Step 18	42855	44996	47244	49611	52075	54679	57416	60303	61967	65061	72482	76095	80517
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Step 6	33029	34680	36413	38231	40138	42145	44253	46474	47754	50140	55857	58647	62056	Step 16	41216	43276	45439	47714	50085	52591	55223	57999	59598	62574	69711	73166	77440
Step 5	32211	33821	35509	37284	39144	41100	43155	45321	46569	48896	54470	57192	60517	Step 15	40398	42416	44536	46766	49090	51546	54126	56846	58413	61329	68325	71733	75902
Step 4	31392	32960	34606	36337	38148	40055	42059	44168	45385	47654	53086	55740	58979	Step 14	39580	41556	43633	45817	48096	50502	53027	55692	57228	98009	66639	70279	74363
Step 3	30574	32101	33703	35388	37155	39010	40962	43015	44201	46411	51700	54285	57441	Step 13	38761	40697	42730	44871	47101	49458	51932	54540	56044	58843	65554	68824	72826
Step 2	29755	31241	32801	34440	36158	37966	39866	41862	43016	45166	50315	52832	55904	Step 12	37942	39838	41827	43923	46108	48411	50835	53388	54861	57599	64169	67371	71288
Step 1	28935	30383	31899	33492	35165	36922	38769	40710	41831	43924	48929	51377	54365	Step 11	37124	38979	40925	42974	45112	47369	49737	52235	53674	56357	62784	65916	69749
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Step 10	36667	38708	40422	42446	44558	46787	49127	51594	53017	55665	62012	65107	68892	Step 20	45011	47262	49622	52108	54697	57434	60305	63339	65084	68335	76130	79926	84571
Step 9	35841	37631	39510	41489	43554	45731	48019	50430	51821	54408	60613	63638	67339	Step 19	44134	46339	48656	51092	53630	56315	59131	62106	63819	67004	74646	78367	82923
Step 8	35014	36763	38598	40531	42548	44677	46912	49266	50624	53153	59213	62170	65785	Step 18	43284	45446	47716	50107	52596	55226	57990	90609	62587	65712	73207	76856	81322
Step 7	34186	35895	37687	39572	41544	43621	45805	48102	49426	51897	57815	60701	64232	Step 17	42455	44576	46804	49151	51591	54173	56883	59745	61389	64456	71807	75387	79769
Step 6	33359	35027	36777	38613	40539	42566	44696	46939	48232	50641	56416	59233	62677	Step 16	41628	43709	45893	48191	50585	53117	52775	58579	60194	63200	70408	73898	78214
Step 5	32533	34159	35864	37657	39535	41511	43587	45774	47035	49385	55015	57764	61122	Step 15	40802	42840	44981	47234	49581	52061	54667	57414	58997	61942	80069	72450	76661
Step 4	31706	33290	34952	36700	38529	40456	42480	44610	45839	48130	53617	56297	59569	Step 14	39976	41972	44069	46275	48577	51007	53557	56249	27800	60687	67608	70982	75107
Step 3	30880	32422	34040	35742	37527	39400	41372	43445	44643	46875	52217	54828	58015	Step 13	39149	41104	43157	45320	47572	49953	52451	55085	56604	59431	66210	69512	73554
Step 2	30053	31553	33129	34784	36520	38346	40265	42281	43446	45618	50818	53360	56463	Step 12	38321	40236	42245	44362	46569	48895	51343	53922	55410	58175	64811	68045	72001
Step 1	29224	30687	32218	33827	35517	37291	39157	41117	42249	44363	49418	51891	54909	Step 11	37495	39369	41334	43404	45563	47843	50234	52757	54211	56921	63412	66575	70446
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Step 10	36667	38708	40422	42446	44558	46787	49127	51594	53017	55665	62012	65107	68892	Step 20	45011	47767	49622	52108	54697	57434	60305	63339	65084	68335	76130	79926	84571
Step 9	35841	37631	39510	41489	43554	45731	48019	50430	51821	54408	60613	63638	67339	Step 19	44134	16330	48656	51092	53630	56315	59131	62106	63819	67004	74646	78367	82923
Step 8	35014	36763	38598	40531	42548	44677	46912	49266	50624	53153	59213	62170	65785	Step 18	43284	45446	47716	50107	52596	55226	57990	90609	62587	65712	73207	76856	81322
Step 7	34186	35895	37687	39572	41544	43621	45805	48102	49426	51897	57815	60701	64232	Step 17	42455	44576	46804	49151	51591	54173	56883	59745	61389	64456	71807	75387	79769
Step 6	33359	35027	36777	38613	40539	42566	44696	46939	48232	50641	56416	59233	62677	Step 16	41628	43709	45893	48191	50585	53117	55775	58579	60194	63200	70408	73898	78214
Step 5	32533	34159	35864	37657	39535	41511	43587	45774	47035	49385	55015	57764	61122	Step 15	40802	42840	44981	47234	49581	52061	54667	57414	58997	61942	69008	72450	76661
Step 4	31706	33290	34952	36700	38529	40456	42480	44610	45839	48130	53617	56297	59569	Step 14	39976	41972	44069	46275	48577	51007	53557	56249	57800	60687	67608	70982	75107
Step 3	30880	32422	34040	35742	37527	39400	41372	43445	44643	46875	52217	54828	58015	Step 13	39149	41104	43157	45320	47572	49953	52451	55085	56604	59431	66210	69512	73554
Step 2	30053	31553	33129	34784	36520	38346	40265	42281	43446	45618	50818	53360	56463	Step 12	38321	40236	42245	44362	46569	48895	51343	53922	55410	58175	64811	68045	72001
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